

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
MODESTO MODRAGON,

Plaintiff,

-against-

MAKE MINI MART AND DELI CORP. and
NABIL K. HIMED,

Defendants.

ANALISA TORRES, District Judge:

USDC SDNY
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20 Civ. 682 (AT)

ORDER

On August 12, 2020, Defendants' counsel, Enrique A. Leal, filed a motion to withdraw from this action. Withdrawal Mot., ECF No. 18. He asserted that withdrawal was necessary in light of Defendants' failure to cooperate in the prosecution of their case, and failure to pay legal fees. *Id.* at 1–2. Counsel represents that he has not heard from his clients since June 24, 2020. *Id.* at 2.

“When considering whether to grant a motion to be relieved as counsel, district courts analyze two factors: the reasons for withdrawal and the impact of the withdrawal on the timing of the proceeding.” *Bruce Lee Enterprises, LLC v. A.V.E.L.A., Inc.*, No. 10 Civ. 2333, 2014 WL 1087934, at *1 (S.D.N.Y. Mar. 19, 2014) (internal quotation marks and citation omitted).

Leal has put forward compelling reasons for withdrawal. “A client’s failure to cooperate with his attorney constitutes a satisfactory reason for the attorney’s withdrawal.” *Liang v. Lucky Plaza Rest.*, No. 12 Civ. 5077, 2013 WL 3757036, at *2 (S.D.N.Y. July 17, 2013) (collecting cases). Likewise, “it is firmly established that non-payment of legal fees is such a reason under Local Civil Rule 1.4.” *Genao v. City of New York*, No. 14 Civ. 8122, 2017 WL 57886, at *2 (S.D.N.Y. Jan. 4, 2017) (internal quotation marks and citations omitted).

Moreover, granting the motion will not significantly affect the timing of this proceeding. Defendants' non-participation in this litigation in the preceding several months apparently has delayed the filing of an answer, and Plaintiff intends to seek a default. ECF No. 16. Under those circumstances, Defendants' counsel's withdrawal will not result in meaningful delay.

Accordingly, Leal's motion to withdraw as counsel is GRANTED. It is ORDERED that by **August 24, 2020**, Leal shall serve this order on Defendants by personal service, and by **August 28, 2020**, shall file proof of service on the docket.

Defendant Nabil Himed may wish to hire a new attorney, or proceed *pro se*—that is, on his own behalf. Defendant Make Mini Mart and Deli Corporation, however, must appear through an attorney to continue defending itself in this action, because a corporation is not permitted to appear in court unless it does so through a lawyer. *See Pecarsky v. Galaxiworld.com Ltd.*, 249 F.3d 167, 172 (2d Cir. 2001).

It is ORDERED that by **September 14, 2020**, Himed shall inform the Court whether he has retained new counsel or will proceed *pro se*. It is further ORDERED that by **September 14, 2020**, Make Mini Mart and Deli Corporation shall inform the Court as to whether it has retained new counsel.

If Himed chooses to proceed *pro se*, it is ORDERED that by **September 14, 2020**, he shall provide the Pro Se Office for the Southern District of New York with the address and telephone number at which he can be reached by the Court. The Pro Se Office is located at 500 Pearl Street, Room 200, New York, New York 10007. The telephone number for the Pro Se Office is (212) 805-0175.

The Clerk of Court is directed to terminate the motion at ECF No. 18. The Clerk of Court is further directed to terminate Enrique Armando Leal's appearance from the docket, and to remove his name from the ECF distribution list.

SO ORDERED.

Dated: August 18, 2020
New York, New York



ANALISA TORRES
United States District Judge